

**AGENDA ITEM #** K-5

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: HDR Engineering Inc. Contract # \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Contract Purpose/Description: \_\_\_\_\_

This is amendment #2 to an existing contract-Planning Consultation, Amendment specific to GIS planning and activities.

Contract Manager: K. Marlene Conaway 2523 Planning and Environmental  
 (Name) (Ext.) Resources - //  
 (Department/Stop #)

for BOCC meeting on Nov. 17, 2004 Agenda Deadline: Oct. 29, 2004

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 98,865 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes: 148-50011-530340 50000  
 Grant: \$ 20,617 125-50514-530490-GW0215-530340  
 County Match: \$ 78,248

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11-8-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-08-04</u>
Risk Management	<u>10-21-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Schumaker</u>	<u>10-21-04</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/27/04</u>
County Attorney	<u>10/19/2004</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/4/04</u>

Comments: \_\_\_\_\_

## Amendment 2

**Contract with HDR  
Blanket Purchase Order  
Consulting Services for Management Skill for the  
Growth Management Division, Monroe County, Florida  
State Contract No. 973-001-00-1**

### SECTION 1. EMPLOYMENT OF THE CONSULTANT

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (the "CLIENT") has previously entered into a Contract with the CONSULTANT, HDR, Inc. and both parties find it necessary and expedient at this time to amend the scope of the previous Contract to further render and perform consulting another professional services in connection with providing technical and management assistance to Monroe County in the area of growth management services.

### SECTION 2. ADDITIONAL COMPENSATION

The Contract with the CONSULTANT is hereby amended to change SECTION 5.1 of the contract as follows:

- 5.1 The maximum compensation available to the CONSULTANT under the Blanket Purchase Order is \$98,865. The Funding for this Blanket Purchase Order may be amended at the CLIENT'S discretion.

### SECTION 3. ALL OTHER TERMS AND CONDITIONS OF CONTRACT

All other terms and conditions of the Contract for services under the Blanket Purchase Order remain in full force and effect.

IN WITNESS THEREOF, the parties thereto have cause these presents to be extended on the \_\_\_\_ day of \_\_\_\_ 2004.

ATTEST (SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

\_\_\_\_\_  
Mayor/Chairman

HDR Engineering, Inc.

Date

11/01/04

ATTEST (CORPORATE SEAL)

By \_\_\_\_\_

By \_\_\_\_\_

## Amendment 1

### Contract with HDR Blanket Purchase Order Consulting Services for Management Skill for the Growth Management Division, Monroe County, Florida State Contract No. 973-001-00-1

#### SECTION 1. EMPLOYMENT OF THE CONSULTANT

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (the "CLIENT") has previously entered into a Contract with the CONSULTANT, HDR, Inc and both parties find it necessary and expedient at this time to amend the scope of the previous Contract to further render and perform consulting and other professional services in connection with providing technical and management assistance to Monroe County in the area of growth management services.

#### SECTION 2. ADDITIONAL COMPENSATION

The Contract with the CONSULTANT is hereby amended to change SECTION 5.1 of the Contract as follows:

- 5.1 The maximum compensation available to the CONSULTANT under the Blanket Purchase Order is \$70,000. The Funding for this Blanket Purchase Order may be amended at the CLIENT's discretion.

#### SECTION 3. ALL OTHER TERMS AND CONDITIONS OF CONTRACT

All other terms and conditions of the Contract for services under the Blanket Purchase Order remain in full force and effect.

IN WITNESS THEREOF, the parties thereto have cause these presents to be extended on the 17<sup>th</sup> day of March 2004.

ATTEST (SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Janet Hancock* D.C.  
Clerk

By *Murray E. Nelson*  
Mayor/Chairman

HDR Engineering, Inc

ATTEST (CORPORATE SEAL)

By *W.H. Walworth*  
Senior Vice President

By *Ricard N. Cal*  
Assistant

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
Date: 5-18-04

**Blanket Purchase Order  
Consulting Services for Management Skills for the  
Growth Management Division, Monroe County, Florida  
State Contract No. 973-001-00-1**

**SECTION 1. EMPLOYMENT OF THE CONSULTANT**

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (the "CLIENT") has determined that it is necessary, expedient, and to the best interest of the CLIENT to retain HDR Engineering, Inc. (the "CONSULTANT") to render and perform consulting and other professional services in connection with providing technical and management assistance to Monroe County in the area of growth management services.

The CLIENT desires to engage the CONSULTANT on a Blanket Purchase Order basis, for work assignments, per State Contract No. 973-001-00-1.

**SECTION 2. SCOPE OF SERVICES**

The CONSULTANT shall provide consulting services for management skills to the Growth Management Division, Monroe County. The overall goal of the consulting services is to assist the Division in the following areas, consistent with State Contract No. 973-001-00-1:

- Needs Assessment. Identify and develop assessment instruments, data collection methods, analysis, and interpretation and public participation strategies.
- Strategic Planning. Development of long-range outcomes, priorities and strategies for the Growth Management Division.
- Performance Measurement. Identification and development of appropriate outcome, performance and productivity indicators, performance monitoring and reporting systems.
- Quality Improvement Consulting. Assistance in the review and establishment of techniques to evaluate and improve processes and the quality of services performed.
- Training. Training to assist the Division in performing the above-referenced tasks or utilizing the information that has been gathered by the Consultant, as needed.

Services under this Blanket Purchase Order shall be requested by the Director of the Growth Management Division and shall abide by the terms, prices, and conditions of State Contract No. 973-001-00-1 and those heretofore.

Specific services that may be requested under this Blanket Purchase Order may include, but are not limited to, the following:

1. Assistance with the implementation of the Florida Keys Carrying Capacity Study.
2. Review and provide recommendations on the implementation and execution of land acquisition programs (Tier system).
3. Establish the need and feasibility of a Keys-wide Habitat Conservation Plan (HCP). Assist the Division in pursuing the HCP, if necessary.
4. Review and provide recommendations on the County's Habitat Evaluation Index (HEI) procedures, implementation, monitoring, and reporting.
5. Review and provide recommendations on the Division's GIS system's procedures, implementation, monitoring, and uses.
6. Review and provide recommendations on the County's Comprehensive Development Plan and Land Development Regulations' procedures, implementation, monitoring, performance measures, and reporting.
7. Other related services, at the discretion of the Growth Management Director.

### SECTION 3. CLIENT'S RESPONSIBILITIES

The CLIENT shall complete the following in a timely manner so as not to delay the services of the CONSULTANT:

- 3.1 Provide all best available data and base maps necessary for the completion for work assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the work assignment.
- 3.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available technical data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.
- 3.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform the services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
- 3.4 Perform such other functions as are indicated in Section 2, Scope of Services, including but not limited to scheduling all meetings, work sessions, and hearings associated with

the performance of the CONSULTANT's work, including preparation of minutes and records.

#### SECTION 4. TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each individual Work Assignment request shall be commenced upon written notice from CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

#### SECTION 5. COMPENSATION

- 5.1 The maximum compensation available to the CONSULTANT under this Blanket Purchase Order is \$50,000.00. The funding for this Blanket Purchase Order may be amended at the CLIENT's discretion.
- 5.2 The CLIENT agrees to pay the CONSULTANT on a lump sum basis for each individual Work Assignment.

#### SECTION 6. PAYMENT TO CONSULTANT

- 6.1 CONSULTANT shall submit monthly invoices indicating the percent complete of each active Work Assignment. The invoices will include a progress reports for services rendered on each active Work Assignment being performed by the CONSULTANT.

The CLIENT shall make payments in response to CONSULTANT's invoices within thirty (30) days of the invoice date.

- 6.2 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses with thirty (30) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

#### SECTION 7. AUTHORIZATION OF WORK ASSIGNMENT

- 7.1 All work assignments beyond or in addition to Section 2, Scope of Work, shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Blanket Purchase Order pertinent to the work to be undertaken. Such supplemental instruction or

provisions shall not be construed as a modification of this Blanket Purchase Order. Authorizations shall be dated and serially numbered.

#### SECTION 8. COST CONTROL

- 8.1 The CLIENT's budgetary requirements and considerations in respect of the Work Assignments, including those for any subcontractors, shall be set forth in said Work Assignment.
- 8.2 Opinions of probable construction costs, financial evaluations, and feasibility studies prepared by the CONSULTANT under the Work Assignment will be made on the basis of the CONSULTANT's best judgment as an experience and qualified professional. It is recognized, however, that the CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others over market conditions or contractor's methods of determining their process, and that any utilitarian evaluation of any facility to be constructed or work to be constructed or work to be performed on the basis of the Work Assignment must be of necessity speculative. Accordingly, the CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by the CONSULTANT to the CLIENT thereunder.

#### SECTION 9. NOTICES

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT:

Monroe County Board of County Commissioners  
c/o Monroe County Planning Department  
2798 Overseas Highway, Suite 140  
Marathon, Florida 33050  
Attention: Planning Director



To the CONSULTANT:

HDR Engineering, Inc.  
2202 North West Shore Blvd., Suite 250  
Tampa, Florida 33607-5755  
Attention: Ricardo Calvo (Project)  
Attention: Paul Bowdoin (Contract)

Or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered or, if mailed, when deposited in the mails registered, postage paid.

#### SECTION 10. GENERAL CONDITIONS

- 10.1 The CONSULTANT's Project Manager shall be Dr. Ricardo N. Calvo. A new Project Manager may be appointed only upon written authorization from the Director, Growth Management Division.
- 10.2 Upon receipt of a request for services, the CONSULTANT will provide a list of the personnel who will participate in the assignment and their corresponding labor category per Contract No. 973-001-00-1.
- 10.3 For services under this Blanket Purchase Order, the CONSULTANT will make available personnel in the following disciplines: planning, ecology, Geographic Information Systems, engineering, administration, socioeconomics, public participation, or others, as needed.
- 10.4 All documents created or prepared by CONSULTANT and which are necessary for the fulfillment of this Blanket Purchase Order, including reproducible copies of original drawings estimates, specifications, field notes, and data are and remain in the property of the CLIENT. In the event the CLIENT uses said documents on any projects not covered in this contract, it shall indemnify and save harmless CONSULTANT from all damages, including legal fees and costs resulting from the reuse of said documents.
- 10.5 This Blanket Purchase Order may be terminated by either party with or without cause by thirty (30) days written notice to the other party. In the event of any termination, the CONSULTANT will be paid for all services rendered and reimbursable expenses incurred to date of termination. Termination due to non-appropriation or funding termination must be done under para. 5.1.
- 10.6 The CLIENT and CONSULTANT each is hereby bound and the partners, successor, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party of this Blanket Purchase Order and to the representative (and said assigns) of such other party with respect of all covenants, agreements, and obligations of this Blanket Purchase Order.

- 10.7 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this Blanket Purchase Order or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Blanket Purchase Order.
- 10.8 Nothing under this Blanket Purchase Order shall be construed to give any rights or benefits in this Blanket Purchase Order to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Blanket Purchase Order will be for the sole and exclusive benefit of the CLIENT and CONSULTANT and not for the benefit of any other party.
- 10.9 Nothing in this Blanket Purchase Order should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this Blanket Purchase Order does not waive another breach of that or any other obligations.
- 10.10 The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the CLIENT may, in its discretion, terminate this Blanket Purchase Order without liability and may also, in its discretion, deduct from the Blanket Purchase Order or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.
- 10.11 This Blanket Purchase Order constitutes the entire Blanket Purchase Order between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Blanket Purchase Order may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by the Monroe County Board of County Commissioners and the CONSULTANT, provided that the scope of services may be modified by a written agreement executed by the County Administrator or his designee and CONSULTANT, consistent with Section 10 of this Blanket Purchase Order.
- 10.12 CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Blanket Purchase Order and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Blanket Purchase Order.
- 10.13 In the carrying out of this Blanket Purchase Order, the CONSULTANT will not discriminate against any employee or applicant for employment because of sex, race,

creed, color or national origin. In carrying out this Blanket Purchase Order, the CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their sex, race, creed, color or national origin. Such action shall include but not be limited to the following: Upgrading, demotion or transfer; recruitment or recruitment advertising layoff of termination; rates of any or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, such notices as may be provided by the CLIENT setting forth the provisions of this non-discrimination clause.

#### SECTION 11. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees and any other agents, individually and collectively, from all fines, suites, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suites claims, demands, actions, cost obligations, attorney fees or liability of any kind resulting from a negligent act or omission by the County, its Mayor, the Board of County Commissioners, Officers, and Employees, individually and collectively under the provisions and up to the limits of liability as stated in Section 768.28 Florida Statutes. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this Blanket Purchase Order shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The costs of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for the County by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 18th day of June 2003.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By W. J. M. Spiker  
Mayor/Chairman



ATTEST: (SEAL)

DANNY L. KOLRAGE, Clerk

By Danny L. Kolrage D.C.  
CLERK

HDR Engineering, Inc.

By Paul Bowden  
Senior Vice President

ATTEST: (CORPORATE SEAL)

By Richard N. Cal  
Assistant

—o00—

EW  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY ROBERT N. WIFE  
DATE 6-3-03

**ACORD - CERTIFICATE OF LIABILITY INSURANCE**

06/01/2004

DATE (MM/DD/YY)

06/27/2003

**PRODUCER**

Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City Mo 64112-1906  
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE****INSURED**

1013472

HDR ENGINEERING, INC.  
ATTN: LOUIS J. PACHMAN  
8404 INDIAN HILLS DRIVE  
OMAHA, NE 68114-4049

INSURER A: ZURICH AMERICAN INS CO - O.P. KS

INSURER B: AMERICAN GUARANTEE &amp; LIAB (ZURICH)

INSURER C: SENTRY INSURANCE COMPANY

INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)

INSURER E: OHIO CASUALTY GROUP (PROF RISK)

**COVERAGES****SB**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	GLO3504583	06/01/2003	06/01/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>	BAP3504584 BAP3504585 TAP3504586	06/01/2003	06/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>	NOT APPLICABLE	WAIVER N/A <input checked="" type="checkbox"/> YES		AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
E	<b>EXCESS LIABILITY</b>	BXO52852174 (EXCLUDES PROF. LIAB)	06/01/2003	06/01/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	90-14910-01	06/01/2003	06/01/2004	<input checked="" type="checkbox"/> IWC STATU- TORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	<b>OTHER ARCHS &amp; ENGS PROFESSIONAL LIABILITY</b>	PLN113978408	06/01/2003	06/01/2004	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS IS NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY COVERAGES. RE: TECHNICAL AND MANAGEMENT ASSISTANCE TO THE GROWTH MANAGEMENT DIVISION, MONROE COUNTY, FLORIDA.

**CERTIFICATE HOLDER**

1780830

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY PLANNING DEPARTMENT  
ATTN: PLANNING DIRECTOR  
2798 OVERSEAS HIGHWAY  
SUITE 140  
MARATHON FL 33050

**ADDITIONAL INSURED; INSURER LETTER:****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**EXHIBIT A**

**STATE TERM CONTRACT NO. 973-001-00-1  
AND  
AMENDMENT NO. 1**



**FLORIDA  
DEPARTMENT  
OF  
MANAGEMENT  
SERVICES**

**JEB BUSH  
GOVERNOR**

**CYNTHIA A. HENDERSON  
SECRETARY**



STATE PURCHASING  
4050 ESPLANADE WAY  
SUITE 350  
TALLAHASSEE, FLORIDA  
32399-0950

TELEPHONE:  
850-488-8440

FAX:  
850-414-6122

INTERNET:  
[www.MYFLORIDA.COM/DMS](http://www.MYFLORIDA.COM/DMS)  
[www.MYFLORIDA.COM](http://www.MYFLORIDA.COM)

Suite 315

**CERTIFICATION OF SERVICE CONTRACT**

TITLE: Professional Consulting Services for Management Skills

CONTRACT NO.: 973-001-00-1

BID NO.: 19-973-001-V

EFFECTIVE: May, 15, 2000 through May 15, 2003

SUPERSEDES: 973-655-96-1

CONTRACTOR(S): See Attached  
(Rev 15 May 01)

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF PEGGY YOWN AT (850) 488-7403, SUNCOM 278-7403, E-MAIL: [yownp@dms.state.fl.us](mailto:yownp@dms.state.fl.us)**

- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services on May 12, 2000, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Consulting Services for Management Skills by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.057, Florida Statutes, all purchases of these services should be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchases shall be made in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, description of service with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

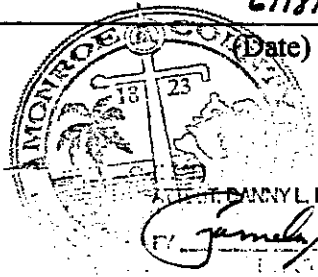
*L. M. Spelman*

6/18/03

Authorized Signature

MJ/lmb

Attachments



ATTEST: DANNY L. KOCHAGE CLERK

*Camela Hancock*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY *[Signature]*  
ROBERT N. WOLFE

DATE 7-3-03



**CONTRACTOR(S):**

Achieve Global	(A)
ADG Business and Governmental Consultants	(A)
A.T. Hudson	(A)
Burns & McDonnell	(A)
Camber Corp.	(C)
Career Training Concepts Inc.	(A)
CMA Enterprise Inc.	(A)
Competitive Government Strategies, Inc.	(A)
Competitive Technologies Business Services	(A)
Concurrent Technology	(V)
DMG Maximus	(A)
Glenn W. Robertson	(B)
Harvey, Branker & Associates	(H)
HDR, Inc.	(A)
ICATT Consulting	(N)
IFEM (USA), Inc.	(B)
Information Systems	(I)
James Moore, & Co.	(A)
KMR Consultants, LLC	(H)
KPMG LLP	(A)
Law, Redd, Crona & Munroe, P.A.	(A)
Levings and Associates	(I)
MEVATEC Corporation	(R)
Michael Richardson & Associates	(B)
MGT of America	(A)
MLC & Associates	(A)
MTL Service	(R)
Nammack Associates	(B)
PKV Management Consulting, Inc.	(A)
Policy Studies	(A)
Pricewaterhouse Cooper	(A)
Renaissance	(A)
Resource Associates Corp.	(R)
Roy Jorgensen	(A)
Science Applications International Corp.	(A)
Sharpton, Brunson & Company, P.A.	(A)
Sterling Institute	(C)
Testmasters	(B)
Thomas Howell Ferguson	(A)
Thompson, Cobb, Bazillo & Associates	(N)
William M. Mercer	(A)

(Rev 15 June 01)

## **SPECIAL CONDITIONS**

### **PURPOSE**

The purpose of this Request for Proposal is to establish a 36 month contract for the purchase of Professional Consulting Services for Management Skills by all State of Florida agencies and other eligible users in accordance with Eligible Users paragraph, General Conditions. It is anticipated that the contract will be effective from May 1, 2000 through April 30, 2003.

### **OPTIONAL CONTRACT USAGE**

In addition to the eligible users referenced above with the consent of the successful Proposer(s) purchases may be made under the terms and conditions of this Request for Proposal, by government entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

### **PURCHASES UNDER \$2,500**

Agencies have the option to purchase from non-contract vendors provided the cost is below \$2,500. State agencies are encouraged to use the State Visa Purchasing card for all purchases under \$2,500.

### **SCOPE OF SERVICES**

Contractors selected will provide consulting services in some or all of the following areas:

#### **Category:**

- A. Planning, Budgeting and Performance Measurements Consulting – Which includes the following:
  - Needs Assessment - Identify and develop assessment instruments, data collection methods, analysis, interpretation and public participation strategies.
  - Strategic Planning - The development of long range outcomes, priorities and strategies for the agencies.
  - Performance Budgeting - Implementation of the requirement of the Government Performance and Accountability Act of 1994.
  - Performance Measurement - The systematic identification and development of appropriate outcome, performance and productivity indicators, performance monitoring and reporting systems.
- B. Quality Improvement Consulting - The use of various techniques to evaluate and improve processes and the quality of services performed. (i.e. T.Q.M., etc.)
- C. Airport Management Consulting - Consulting, related to creating and maintaining an airport.

Training to assist the department in performing these tasks, or utilizing the information that has been gathered by the vendor should be offered in each category above as needed.

No services shall be offered or provided under this contract if similar services currently appear on another State Term Contract.

Detailed scope and specific requirements for work products will be provided by the contracting (purchasing) entity within the using agency when the vendor is selected for consideration with respect to a specific project or need. Such scope and requirements will include but are not limited to; description of work activities, definition of particular deliverables, time frame, and budget parameters. The objective of this RFP is to ascertain the qualifications of the vendors and obtain general fee/rate information to provide to the contracting agency staff to assist in their selection of qualified consultants.

### **ESTIMATED QUANTITIES**

It is anticipated that the State of Florida agencies, and other eligible users, will expend approximately \$2,000,000 under any contract resulting from this Proposal. These estimated figures are given only as a guideline for preparing your Proposal and should not be construed as representing actual figures under the contract.

### **SPECIAL ACCOMMODATIONS**

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the Proposal opening. If you are hearing or speech impaired, please contact the Division by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

### **DELIVERABLES**

The vendor shall guarantee that the contracting agency will be granted unlimited rights to reproduce, for the agency's use, materials and reports specifically developed for the department's requirements. If the vendor contemplates use of materials that are copyrighted, and charging a licensing fee for the right to reproduce or use such materials, the proposed cost of such a license shall be clearly presented by the vendor. Such information shall also be included in any material presented in response to later specific requests for services.

### **TRAVEL & LIVING EXPENSES**

Invoices for travel and living expenses, if authorized under provisions of this agreement, shall be submitted in accordance with Section 112.061, Florida Statutes.

### **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of section 247A(e) of the Immigration and Nationalization Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in f.s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **SURCHARGE FEE AND SUMMARY OF TOTAL SALES**

Division of Purchasing hereby imposes a vendor surcharge fee of .5% (1/2 of 1%) on contractors' sales under any contract resulting from this negotiation. The fee will be paid by the contractor and must be included in submitted prices and cannot be added as a separate item. Use of this contract will be optional by State Agencies. If a State Agency elects to purchase from a source other than the resulting State contract, such purchases shall be in accordance with Chapter 287, F.S., and 60A Florida Administrative Code.

After receipt of payment from the contract purchases, all vendor surcharge fees shall be payable to the State of Florida no later than 15 days after the end of each quarter.

Vendor surcharge fee and contract number should be noted on the check and remitted to:  
State of Florida

Department of Management Services  
P.O. Box 5438  
Tallahassee, FL 32314-5438

Contract supplier shall furnish Division of Purchasing a detailed summary of sales at the end of each quarter. By submission of these Sales Summary reports and corresponding vendor surcharge deposits, the contractor(s) is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State of Florida. Summary information shall be provided each quarter and shall include the following:

- A. State Contract Number
- B. Identity of purchaser
- C. Total sales per quarter and year-to-date

Failure to comply with these requirements will result in the contract supplier being found in default, in which case any and all re-procurement costs and all outstanding vendor surcharge fees may be charged against the defaulting contractor and may result in immediate, unilateral cancellation of your contract by Division of Purchasing.

### **PRICE LISTS**

On any contract where pricing is based on a Manufacturer's or Dealer's published price list (net or discounted), the price list must be provided by the PROPOSER as part of the Proposal package in hard copy, and on a 3.5 inch diskette as a Word For Windows file. Any subsequent revisions shall be submitted in the same format to State Purchasing CONTRACT ADMINISTRATOR, for review and approval prior to implementation.

Diskette must be formatted as:

- "Word for Windows"
- Font: Times New Roman 12
- Preset tabs only
- Margins: .5 Left and .5 Right, .5 Top and 1.0 Bottom
- Portrait only-no landscape
- No Tables
- No Headers or Footers
- No Excel Files

State Purchasing, at its discretion, may allow the CONTRACT HOLDER to configure its own PRICE LIST of eligible offerings and to post the prices on an Internet Web Site. However, all initial pricing and any subsequent price changes must be reviewed and approved by State Purchasing Contract Administrator before they can be posted to the CONTRACT HOLDER Internet Web Site.

Failure to submit the information required in this section will be grounds for disqualification of your Proposal and/or removal from any resulting contract.

### **COMPENSATION**

The contractor must provide all services required to meet the provisions of the contract. In calculating cost, services include, but are not limited to, consultative services, copyright fees, materials and equipment rentals. Travel expense, if authorized under the provisions of this agreement, shall be submitted in accordance with Section 112.061, Florida Statutes. No reimbursement is available to the contractor beyond the amount agreed and provided for in Sections 112.061 and 287.058, F.S.

### **ADDITION/DELETION OF SERVICES OR VENDORS**

State Purchasing reserves the right to add or delete any service or vendor from the contract when deemed in to be in the State's best interest. Additions of vendors or services will be entertained on the anniversary date. Should a vendor (whether new or existing) wish to be considered for a category, the appropriate documents shall be submitted to Purchasing 60 days prior to the contract anniversary date.

### **RENEWAL**

State Purchasing reserves the option to renew the period of this contract, or any portion thereof, for an additional term not to exceed the original contract period. Renewal of the contract period shall be by mutual agreement in writing.

### **DISTRIBUTION OF CERTIFICATION OF CONTRACT**

One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this Proposal. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of State Purchasing.

### **CANCELLATIONS**

All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. In addition to the provisions of the renewal paragraph, for the protection of both parties, this contract may be cancelled.

### **VISA ACCEPTANCE**

The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa in the space provided on the Ordering Instruction sheet of the Proposal.

### **INSURANCE, WORKERS' COMPENSATION**

The contractor shall take out and maintain during the life of this agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

### **SUBMISSION OF PROPOSAL**

#### **ORIGINAL PROPOSAL**

Each completed Proposal must be in a separate sealed envelope and one of them must be identified as the Vendor's original Proposal. The face of each envelope shall contain the following information:

ORIGINAL

Name of Vendor

Title of RFP

Opening Date and Time

## **DUPLICATE PROPOSALS**

Vendors are responsible for delivery of three (3) copies of their original Proposal in a separate envelope clearly labeled as **DUPLICATE COPIES** no later than the date and time in which all Proposals must be timely submitted.

If there are discrepancies in the material or content between the "original" and the duplicates, the information contained in the original shall prevail.

## **PROPOSAL FORMAT**

The objective of the Proposal is to demonstrate the vendor's qualifications and abilities to provide the services required. Proposals must sufficiently address the requirements, services and deliverables outlined in the Scope of Services. In order to assist the evaluation committee in reviewing Proposals, each Proposal shall be prepared in the format described in the Proposal Narrative.

## **PROPOSAL NARRATIVE**

The Responses should be compiled in the following order and so identified.

- **Tab A** shall contain the signed Bidder Acknowledgement form PUR 7033.
- **Tab B References**: shall contain proof of submission for the Dun & Bradstreet Reference Evaluation. A fax confirmation copy is sufficient to include with your response. See attachment B for detailed instructions. A vendor that has a Dun & Bradstreet Evaluation for references & financial, that was performed since March 28, 1999 may submit that evaluation in Tab B. However, the references must be for performance in the same areas as you are responding to in this RFP and have at least the same number of references listed for the evaluation.
- **Tab C Consulting/Training Staff Experience**: shall contain the detailed information regarding the vendor's Consulting Staffs' qualifications and training in a resume. This will not include support staff, but must include all staff that will be directly involved with the services offered. If you are submitting a bid in more than one category, give information in this tab divided by category.
- **Tab D Organizational Experience**: shall contain the detailed information regarding Organizational Experience a well established vendor is an important factor for ensuring quality in obtaining consultant services. A vendor must have been existence a minimum of one year prior to the Proposal opening. The number of years the company has been in existence, as well as, the number of years the company has performed services in the categories Proposed will be evaluated. Vendor must supply a copy of the Dun & Bradstreet reference sheet with their response that lists the experience with Government entities providing similar services. If you are submitting a response in more than one category, specify the category to which experience it applies.
- **Tab E Internet Web Site**: may contain a URL for an existing web site to qualify for points in this area.

The Contract resulting from this Proposal will become a public document. The State of Florida, State Purchasing is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute State Term Contracts and product information to eligible users and other interested entities.

While not required at this time, each **CONTRACT VENDOR** is encouraged to develop and maintain a **HOME PAGE** on the Internet WWW. The Home Page must be compatible with the most recent version of browser software being used by State Purchasing. As of the writing of this solicitation, Netscape Navigator 3.0 is the State Purchasing browser standard. State Purchasing intends to upgrade to new browser versions as they become available and fully tested, at its discretion.

- **Tab F Minority Status:** shall contain Minority Business Enterprise (MBE) information, completed; this information is described in, and may be supplied by, completing the form provided in the Web site <http://fcg.state.fl.us/fcg/centers/purchase/forms.html>, which contains a download Vendor Registration Form Application. Contractor or sub-contractor MBE is included as evaluation criteria and given points.

Minority participation will be assigned for minority ownership of 50 points. If using MBE sub-contractor(s) the Proposer may receive up to 20 points based on the percentage of the sub-contractor. A vendor plan to sub-contract with a business that fits one of the above classifications may submit the name and status of the subcontract. The vendor must submit the projected percentage of business they plan to sub-contract. Points will be awarded on a sliding scale for the percentage of work to be subcontracted. A vendor that has utilized the sub-contracting provision must track the actual dollars subcontracted each quarter and report those figures and identify the Minority or Small Business along with their other quarterly report.

Proposers shall not qualify for points as both a minority business and points for sub-contracting with minority businesses.

- **Tab G Price/Fee:** shall contain pricing information. Price and award shall be by geographic area (see map, Attachment A). On the price sheet the vendor must indicate which geographic areas they will cover. Vendor must include each position title that is available and the cost per hour for that position's service. Use only the lines needed for positions you wish to offer, **not** all lines must be filled.

#### **Evaluation and Award**

Proposals will be evaluated by the information presented in response to this solicitation using the formula identified as Proposal Review Scoring.

Award will be made to those vendors scoring at least 1000 points or more in each category bid.

## CATEGORY A

### **ACHIEVE GLOBAL**

All regions priced the same,

Executive Consultant	\$360./hr
Junior Consultant	\$240./hr
Prof. Serv. Manager	\$240./hr
Project Manager	\$62.50/hr
Analyst	\$62.50/hr
Publisher	\$62.50/hr
Admin. Assistant	\$62.50/hr

(Rev 7 Aug 00)

### **ADG BUSINESS & GOVERNMENT CONSULTANTS**

All regions priced the same

Project Manager	\$200.00/hr
Senior Consultant	\$150.00/hr
Consultant	\$125.00/hr
Analyst	\$100.00/hr
Research Associate	\$75.00/hr
Technology Support	\$75.00/hr

(New 15 May 01)

### **A.T. HUDSON**

All regions priced the same,

Management	\$146/hr
Consultant	\$133/hr
Trainer	\$87/hr

(Rev 7 Aug 00)

### **BURNS & MC DONNELL**

All regions priced the same,

Technician:	\$39.00/hour
Assistant:	\$43.00/hour
Staff:	\$77.00/hour
Senior:	\$91.00/hour
Associate:	\$110.00/hour

### **CAMBER CORPORATION**

All regions priced the same,

Subject Matter Experts:	\$115.86/hour
Program Manager:	\$98.12/hour
Senior Analyst:	\$82.91/hour
Senior Programmer	\$69.84/hour
Analyst:	\$65.76/hour
Programmer	\$60.39/hour
Junior Analyst:	\$56.98/hour
Jr. Programmer/Data Entry Sepcialist	\$49.44/hour
Graphic Artist	\$43.39/hour
Jr. Graphic Artist	\$37.02/hour



**DMG MAXIMUS**

All regions priced the same,

Principal/Officer	\$160/hr
Director/Manager	\$138/hr
Senior Consultant	\$115/hr
Consultant	\$87/hr

**GLENN W. ROBERTSON & ASSOCIATES**

All regions priced the same,

Principle:	\$125.00/hour
------------	---------------

**HARVEY, BRANKER & ASSOCIATES**

All regions priced the same,

Partner	\$125/hr
Manager	\$85/hr
Sr. Consultant	\$65/hr
Consultant	\$55/hr
Clerical	\$30/hr

(New 25 Jan 01)

**HDR, INC.**

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Sr. Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

**IFEM USA, INC.**

All regions priced the same,

Principal:	\$125.00/hour
Senior Consultant:	\$100.00/hour
Project Administrator:	\$60.00/hour

**INFORMATION SYSTEMS OF FLORIDA, INC.**

All regions priced the same,

Principle Consultant:	\$250.00/hour
Senior Consultant:	\$200.00/hour
Consultant:	\$180.00/hour
Trainer:	\$225.00/hour
Project Manager:	\$160.00/hour
Business Analyst:	\$150.00/hour

## **CATEGORY B**

### **ACHIEVE GLOBAL**

All regions priced the same,

Executive Consultant	\$360/hr
Junior Consultant	\$240/hr
Prof. Serv. Manager	\$240/hr
Project Manager	\$62.50/hr
Analyst	\$62.50/hr
Publisher	\$62.50/hr
Admin. Assistant	\$62.50/hr

(Rev 7 Aug 00)

### **ADG BUSINESS & GOVERNMENT CONSULTANTS**

All regions priced the same,

Project Manager	\$200.00/hr
Senior Consultant	\$150.00/hr
Consultant	\$125.00/hr
Analyst	\$100.00/hr
Research Associate	\$75.00/hr
Technology Support	\$75.00/hr

(New 15 May 01)

### **A. T. HUDSON:**

All regions priced the same,

Management:	\$146.00/hour
Consultant:	\$113.00/hour
Trainer:	\$87.00/hour

### **CAMBER CORPORATION**

All regions priced the same,

Subject Matter Experts:	\$115.86/hour
Program Manager:	\$98.12/hour
Senior Analyst:	\$82.91/hour
Senior Programmer	\$69.84/hour
Analyst:	\$65.76/hour
Programmer	\$60.39/hour
Junior Analyst:	\$56.98/hour
Jr. Programmer/Data Entry Sepcialist	\$49.44/hour
Graphic Artist	\$43.39/hour
Jr. Graphic Artist	\$37.02/hour
Administrative/Clerical	\$31.30/hour

(Rev 7 Aug 00)

### **CAREER TRAINING CONCEPTS INC.**

All regions priced the same

Principal	\$200/hr
Project Manager	\$175/hr
Sr. Consultant	\$175/hr
Consultant	\$125/hr

**HDR, INC.**

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Sr. Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

**ICATT CONSULTING, INC.**

All regions priced the same,

Principle Consultant	\$157/hr
Senior Consultant	\$135/hr
Consultant	\$100/hr
Trainer	\$90/hr
Project Manager	\$100/hr
Business Analyst	\$75/hr
Research Analyst	\$75/hr

(Rev 7 Aug 00)

**IFEM USA, INC.**

All regions priced the same,

Principal:	\$125.00/hour
Senior Consultant:	\$100.00/hour
Project Administrator:	\$60.00/hour

**JAMES MOORE & CO., P.L.**

All regions priced the same,

Partner	\$160/hour
Manager	\$100/hour
Senior	\$70/hour
Semi-Senior	\$60/hour

(Rev. 28 Nov 00)

**KMR Consultants, LLC**

All regions priced the same,

Managing Partner	\$200/hr
Partner	\$190/hr
Consultant	\$120/hr
Senior Analyst/Analyst	\$75/hr
Research Associate/Asst.	\$55/hr
Marketing Support	\$60/hr
Technology Support	\$75/hr

(New 25 Jan 01)

## CATEGORY C

### CMA ENTERPRISE INC

All regions priced the same

Chief Consultant	\$150/hr	\$150/hr
Senior Consultant	\$140/hr	\$140/hr
Junior Consultant	\$75/hr	\$75/hr
Trainer	\$100/hr	\$100/hr
Ph D.	\$175/hr	\$175/hr
Admin. Staff	\$30/hr	\$30/hr

(Rev. 28 Sept. 00)

### DMG MAXIMUS

All regions priced the same,

Principal/Officer	\$160/hr
Director/Manager	\$138/hr
Senior Consultant	\$115/hr
Consultant	\$87/hr

(Rev 7 Aug 00)

### HDR, INC.

All regions priced the same,

Principal	\$185.00
Proj. Mgr/Prin. Investigator	\$160.00
Quality Assurance/Control	\$145.00
Sr. Consulting/Sr. Engineer I	\$140.00
Sr. Consulting/Sr. Engineer II	\$115.00
Sr. Economist/Sr. Analyst	\$112.00
Consultant/Engineer	\$85.00
Economist/Analyst	\$80.00
Financial/Editor/Technician	\$70.00
Admin. Assistant	\$60.00

(Rev 15 June 01)

### NAMMACK ASSOCIATES, INC.

All regions priced the same,

President:	\$135.00/hour
Senior Associate/VP:	\$112.50/hour
Associate:	\$90.00/hour
Administrative:	\$45.00/hour

Category A, B & C

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

SPURS VENDOR NUMBER: F470680568-002

VENDOR: HDR, Inc. (A)

(Rev 15 June 01)

STREET ADDRESS OR P.O. BOX: 2202 N. WestShore Blvd., Ste. 250

CITY, STATE, ZIP: Tampa, FL 33607-5755

TELEPHONE: 813-282-2300

TOLL FREE NO.: 800-473-5679

ORDERING FAX NO.: 813-282-2430

REMIT ADDRESS: P.O. Box 93788

CITY, STATE, ZIP: Chicago, IL 60673-3788

WILL ACCEPT THE VISA CARD

PRODUCT

INFORMATION: DIRECT INQUIRY TO:

NAME AND TITLE: Richard L. Hedrick, Sr. Municipal Program Manager

(Rev 15 June 01)

ADDRESS: 2202 N. WestShore Blvd., Ste. 250

CITY, STATE, ZIP: Tampa, FL 33607-5755

TELEPHONE: 813-282-2300

TOLL FREE NO.: 800-473-5679

URL HOME PAGE ADDRESS: http://flstate.hdrinc.com

ELECTRONIC MAIL ADDRESS: rhedrick@hdrinc.com or mrogoff@hdrinc.com

(Rev 20 Jun 00)



## FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



**JEB BUSH**  
Governor

**WILLIAM S. SIMON**  
Secretary

April 16, 2003

Dear State Term Contractor:

State Purchasing wishes to know if your firm is willing to renew Contract No. 973-001-00-1, Professional Consulting Services for Management Skills, for an additional period through May 14, 2004 at the same prices. We must receive your acceptance to the Renewal on or before May 5, 2003.

Also, attached is Amendment No. 1 to this contract. There will be a Vendor Forum Session to discuss the amendment and the eProcurement System, MyFloridaMarketPlace, on Monday, May 5, 2003, from 9:00 am – 12:00 pm and will be located at 4050 Esplanade Way, Suite 301, Tallahassee, Florida. The Vendor Forum Session will help to answer specific questions about how MyFloridaMarketPlace affects your business and what the next steps are for you as a State Term Contract vendor. For directions to the meeting, please use a mapping program such as Mapquest at [www.mapquest.com](http://www.mapquest.com). For more information about the eProcurement System, including Frequently Asked Questions, the online registration, and the Proposed Rules, visit <http://marketplace.myflorida.com>.

After you have signed the renewal, please retain a copy and mail the original to the attention of Peggy Yown, State Purchasing, 4050 Esplanade Way, Tallahassee, FL 32399, or bring it to the May 5 Vendor Forum. Contract renewal is subject to receipt of sales summaries by State Purchasing and final approval by the Division Director. The renewed contract will be superseded by any new contract resulting from a solicitation during the renewal period. Any questions should be directed to Peggy Yown at (850) 488-7403, or email to [yownp@dms.state.fl.us](mailto:yownp@dms.state.fl.us).

Very truly yours,

Peggy Yown  
Purchasing Specialist  
State Purchasing

ACCEPTED:

  
(Manual Signature)

Paul A. Bowdoin, Sr. Vice President  
(Typed Signature/Title)

HDR Engineering, Inc.  
(Company Name)

**State Term Contract No. 973-001-00-1  
Amendment No. 1**

THIS AMENDMENT, effective as of the last date signed below, is by and between the State of Florida Department of Management Services (the "Department") and the entity identified below as Contractor (the "Contractor") (collectively, the "Parties"), and amends State Term Contract No. 973-001-00-1 (the "Contract").

WHEREAS the Department is implementing an electronic procurement system, currently known as MyFloridaMarketPlace, (the "System") with the assistance of a third-party agent, Accenture LLP ("Accenture"); and

WHEREAS the Department wishes to include the Contractor and the Contract in the System; and

WHEREAS the Contractor desires to participate in the System; and

WHEREAS the Contract allows modifications in the event an electronic procurement system is implemented.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Registration.** The Department shall allow the Contractor, following effective registration with Accenture, to participate in the System. The Contractor shall register in the System within ten (10) business days of the effective date of this Amendment. Contractor shall visit [www.myfloridamarketplace.com](http://www.myfloridamarketplace.com) and follow the appropriate instruction in order to register.

2. **Transaction Fee.** Effective April 1, 2003, the Contract provision entitled "Surcharge Fee and Summary of Total Sales" is deleted and replaced with the following "Transaction Fee" section. This Transaction Fee is in lieu of, and not in addition to, the surcharge fee authorized by section 287.1345, Florida Statutes (2002).

**Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the

Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Contractors shall be responsible for reporting sales and paying user fees resulting from sales made by authorized resellers.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering repurchase costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**3. Electronic Invoicing.** Notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the System. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**4. Catalog Data.** Accenture is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to Accenture; alternatively, the Contractor may follow the "punchout" solution described in more detail below.

Within ten (10) days of written notice from Accenture, Contractor shall provide all information necessary to facilitate electronic purchases from this contract, or shall contract Accenture and begin work on the "punchout" solution described below. Such information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format requested by Accenture. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Accenture. With Contractor's timely assistance, Accenture shall create and maintain web-based placement of the requested contract information.

"Punchout" Alternative

The Contractor may offer, as an alternative to providing the information discussed above, an online "punchout" solution, in which the Customer accesses the Contractor's website directly from the System, rather than the System maintaining the Contractor's data. This solution must



allow the Customer to reach the Contractor's site, browse for contracted items only, and return to the System with a list of items ready to be inserted into a requisition. If Contractor selects this alternative, it must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punchout solution into the System
- The solution must have the capability to provide only those products awarded under the contract, and block any non-contract item(s) from being added to the requisition.

#### Warranty

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to use, reproduce, transmit, distribute and publicly display within the System the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to reproduce and display within the System the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within their network that can comply with the provisions of the Contract.

**5. Additional Modifications.** The Department reserves the right to further revise the collection and reporting requirements in conjunction with alterations to the System.

**6. Conflict.** In the event any of the terms herein conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force and effect. Contractor waives and releases any and all claims for additional compensation arising out of or relating to this Amendment.

7. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**SO AGREED:**

**CONTRACTOR**

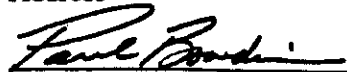
HDR Engineering, Inc.

Contractor Name

2202 N. West Shore Blvd., #250

Tampa, FL 33607

Address



By: Paul A. Bowdoin

Its: Senior Vice President

4-21-03  
Date

**STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to form and legality by the Department General Counsel's Office:

\_\_\_\_\_  
Date